

Re - Submit

Contract #: 013-S1111

CONTRACT ROUTING SHEET

Date Prepared: ~~4-17-10~~ 8-10-10

Need Date: ~~4-23-10~~ ASAP

PROCESSING DEPARTMENT:

Department: Sheriff
Dept. Contact: Sherry Bahlman

CONTRACTOR:

Name: Identix, Inc.
Address: 5705 West Old Shokopee Rd., Suite 100
Bloomington, MN 55437
Phone: 952 945-3373

Phone #: 621-5690

Department Head Signature: Sherry Bahlman William Miller

CONTRACTING DEPARTMENT: Sheriff

Service Requested: Provide equipment maintenance on LIVESCAN fingerprinting machines

Contract Term: 7-1-10 to 6-30-11 Contract Value: \$57620.28

Compliance with Human Resources requirements? Yes: x No:

Compliance verified by: Chris Little - HR

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Y Disapproved: Date: 4/29/10 By: Justin Ken
Approved: Y Disapproved: Date: 8/12/10 By: Justin Ken

Board should be advised of the following:
① Please be advised that there is a non-standard limited warranty and liability provision. Liability not to exceed fees paid under terms of agreement. Section VI B: SB indicates fees are paid upon receipt and costs and expenses for failure to pay are a issue.
② Change in indemnification provision. Contract now contains a non-standard indemnification provision that provides for no XII. See attached request to change Articles I, XI & XII. Provision now provides for liability based on comparative negligence.

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 4/29/10 By:
Approved: Disapproved: Date: 8/18/10 By:

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments:
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

EL DORADO COUNTY COUNSEL
2010 APR 20 AM 3:37
RECEIVED DEPT OF HUMAN RESOURCES

APR 29 3:49 PM '10
DEPT OF HUMAN RESOURCES

From: "Van Lith, Penny" <Penny.Vanlith@l1id.com>
To: 'Sherry Bahlman' <bahlmans@edso.org>
Date: 8/10/2010 2:11 PM
Subject: El Dorado, CA / Changes
Attachments: 2010 Maintenance Agreement v1.0.pdf; AMENDMENT to El Dorado Agreement for Services 2010.doc

Sherry,

Per our Legal Department.....See attached (below) changes that need to be made.

Do you want to make the changes or just use what Legal changed (attached 2010 maintenance agreement) and then sign the Amendment (attached, amendment to El Dorado)?

Thanks,
Penny

1. This document requires revisions. See attached amendment.
 - a. Change to Article 1; only those services provided for in Exhibit A fall within the scope of this agreement. Identix cannot agree that other services may fall within Identix' obligations under the agreement. Further, the agreement has a \$\$ cap on it that cannot be exceeded. Other services would incur additional fees beyond that cap.
 - b. Article XII - replace with previously agreed to indemnification provision.
"Indemnity: County shall be responsible for damages caused by the negligent acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. Contractor shall be responsible for damages caused by the negligent acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. It is the intention of Contractor and County that the provision of this paragraph be interpreted to impose on each party, responsibility for the negligent acts of their respective officers, employees and agents. It is also the intention of Contractor and County that, where comparative negligence is determined to have been contributory, principals of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence of that party, its officers, employees and agents up to the maximum extent of Contractor's insurance policy."

Penny Van Lith
Maintenance Contracts Administrator

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